

CONTENTS

Subpart A – Technical Service Provider Administration	2
xxx.10 Purpose	2
xxx.11 Administration	2
xxx.12 Technical Service Standards	3
Subpart B – Certification of Technical Service Providers	4
xxx.20 Applications for Certification	4
xxx.21 Certification Process for Individuals	4
xxx.22 Certification Process for Private-Sector Entities and Public Agencies	5
xxx.23 Alternative Application Process for Individual Certification	6
xxx.24 Certification Renewal	7
xxx.25 Conditional Certification	7
Subpart C – Training and Technology	9
xxx.30 Training	9
xxx.31 Technology	9
Subpart D – Acquisition of Technical Services	10
xxx.40 Program Participant Acquisition of Technical Services	10
xxx.41 Departmental Delivery of Technical Services	12
Subpart E – Delivery of Technical Services	13
xxx.50 Delivery of Technical Services	13
xxx.51 Liability, Conflict of Interest, and Waste, Fraud, and Abuse	14
xxx.52 Appeal Process	14
Subpart F – Payment Rates for Technical Services	16
xxx.60 Payment Rates for Program Participant Acquisition of Technical Services	16
xxx.61 Payment Rates for Departmental Delivery of Technical Services	17
xxx.62 Payment Processes	18
Subpart G – Quality Assurance	19
xxx.70 Quality Assurance	19
Subpart H - Decertification	20
xxx.80 Decertification	20
xxx.81 Recertification	24
Subpart I – Exhibits	25
Exhibit 1 E-Government	26
Exhibit 2 SCIMS / WebCAAF	27
Exhibit 3 Certification Agreement	29
Exhibit 4 Memorandum of Understanding	32
Exhibit 5 Notice of Proposed Decertification	38
Exhibit 6 Certification Process for Individuals	39
Exhibit 7 Certification Process for Private-Sector Entities and Public Agencies	40
Exhibit 8 Program Participant Acquisition of Technical Services	41
Exhibit 9 Warranty of Technical Services Provided	42

Subpart A – Technical Service Provider Administration

xxx.10 Purpose

The United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) establishes national procedures and guidelines with this handbook for Technical Service Provider Assistance. NRCS will implement Technical Service Provider Assistance in accordance with the Food Security Act of 1985, as amended by the Farm Security and Rural Investment Act of 2002, Public Law 107-171 (2002 Farm Bill). NRCS Technical Service Provider Assistance policy is located in the General Manual, GM _____.

xxx.11 Administration

Background and Authority

The Farm Security and Rural Investment Act of 2002 (the 2002 Farm Bill), Public Law 107-171, expanded the availability of financial and technical assistance funds for implementation of conservation programs. Section 2701 of the 2002 Farm Bill amended Section 1242 of the Food Security Act of 1985 to require the Secretary of Agriculture to provide technical assistance under the Food Security Act for conservation programs to a producer eligible for that assistance directly, or at the option of the producer through a payment to the producer for an approved third party, if available.

Section 1242 of the Food Security Act expands the availability of technical assistance to producers by encouraging other potential providers of technical assistance to assist in the delivery of technical assistance. To ensure that high quality technical services are available to all producers, Section 1242 requires the Secretary of Agriculture to establish, by regulation, a system for approving individuals and entities to provide technical assistance to carry out programs under the Farm Bill and to establish the amounts for payments for that assistance.

Individuals, private-sector entities, and public agencies may be certified to provide technical services for specific USDA conservation programs. Payments will only be made for technical services obtained from Technical Service Providers who are certified by NRCS and included on the NRCS approved list of Technical Service Providers.

Objectives

NRCS objectives for implementing Technical Service Provider assistance include:

- Providing efficient, effective, and timely technical services to USDA conservation program participants.
- Providing a process where conservation program participants can take full advantage of the marketplace and obtain cost-effective delivery of quality technical services.
- Providing technical services in a manner that optimizes conservation benefits.

Availability of Technical Services

To ensure that adequate technical assistance is available to efficiently and effectively implement the provisions of the 2002 Farm Bill, a combination of NRCS employees and Technical Service Providers from the private sector and public agencies will be needed.

xxx.12 Technical Service Standards

USDA Standards and Specifications

All technical services completed by Technical Service Providers must meet the minimum NRCS quality standards and specifications as set forth in NRCS manuals, handbooks, guides, references, and supplements thereto. These documents include, but are not limited to:

- The National Planning Procedures Handbook
- Conservation Planning Policy - General Manual 180, Part 409
- The Field Office Technical Guide
- State-specific references and other documents established by the State Conservationist

NRCS must approve all new technologies and innovative practices, including applicable standards and specifications, prior to a Technical Service Provider initiating technical services for those technologies and practices. Existing agency policy and guidance will be utilized for approval of all new technologies and innovative practices.

Policy for interim conservation practice standards and variances to national conservation practice standards can be found in the General Manual, GM 450, Part 401, Subpart B. Policy for field trials can be found in GM 450, Part 403. The process for developing, reviewing, and approving State interim standards is included in the National Handbook of Conservation Practices (NHCP) exhibit 2.

NRCS will not be in breach of any program contract or agreement if it fails to implement conservation plans or practices, or make payments for conservation plans or practices, resulting from technical services that do not meet NRCS standards and specifications or are not consistent with USDA program requirements.

Part xxx – Technical Service Provider Assistance

Subpart B – Certification of Technical Service Providers

xxx.20 Applications for Certification

NRCS will utilize an Internet web site, TechReg, at <http://techreg.usda.gov> to accept applications for certification and maintain the approved list of Technical Service Providers. Applications may be accepted from individuals, private-sector entities, and public agencies. Section xxx.23 describes an alternate application process for individual certification.

Applicants for certification will need to obtain an e-government user ID and password in order to access TechReg. To obtain a user ID and password, applicants can access the electronic government page through the NRCS homepage at <http://www.nrcs.usda.gov> to obtain a ‘USDA Registration Form To Request Electronic Access Code’ along with directions on completing and processing the form (see exhibit 1).

The local USDA Service Center personnel will process the request form (see exhibit 2 for guidance). Applicants must be entered into the Service Center Information Management System (SCIMS) by Service Center personnel before a Service Center employee can use WebCAAF to obtain a user ID and password for the applicant.

Once the applicant has obtained a user ID and password, the applicant can apply for certification through TechReg. The NRCS national criteria for certification is contained in TechReg.

TechReg will guide the applicant through the application process. Applicants for certification will submit contact information, the States in which they desire to provide technical services, the categories of technical services they desire to provide, and their education, training, and experience supporting the application.

Applicants will self-certify compliance with all State and local laws and requirements, and familiarity with NRCS guidelines, criteria, standards, and specifications.

Applicants will also electronically sign a Certification Agreement covering the terms and conditions of their certification (see exhibit 3).

xxx.21 Certification Process for Individuals

To be considered for certification as a Technical Service Provider, an individual must:

- Submit an application for certification to NRCS through TechReg, or
- Request certification through an application submitted through TechReg by a private-sector entity or public agency, or
- Request certification through a recommending organization.

If all of the requirements for certification are met, NRCS will certify the applicant by:

- Signing the Certification Agreement listing the categories of technical services for which the applicant is certified,
- Placing the applicant on the approved list of Technical Service Providers indicating the specific technical services the applicant is certified to provide, and
- Making the approved list of Technical Service Providers available to the public.

xxx.22 Certification Process for Private-Sector Entities and Public Agencies

In order to be considered for certification as a private-sector entity or a public agency, the entity or agency must:

- Submit an application for certification to NRCS.
- Have an individual within the entity or agency certified in accordance with section xxx.21; or
- Have an individual within the entity or agency submit an application for certification to NRCS.

If the private-sector entity's or public agency's application meets the requirements for certification, including having an individual within the entity or agency certified as a Technical Service Provider, NRCS will:

- Certify the entity or public agency,
- Enter into a Certification Agreement with the entity or agency listing the categories of technical services for which the entity or agency is certified,
- Place the entity or public agency on the approved list of Technical Service Providers, indicating the specific technical services they are certified to provide, and
- Make the approved list available to the public.

The private-sector entity or public agency, in accordance with the Certification Agreement, shall:

- Identify in the Certification Agreement the certified individuals who are authorized to perform technical services on behalf of and under the auspices of the entity's or agency's certification,
- Have, at all times as part of the entity or agency, an individual who is a certified Technical Service Provider authorized to act on the entity's or agency's behalf,

- Amend the Certification Agreement with NRCS when the list of certified individuals performing technical services under its auspices changes,
- Require that any work performed by non-certified individuals be warranted by a certified individual who is authorized to act on the entity's or agency's behalf,
- Assume the liability for the quality of work performed by any individual working under the auspices of its certification, and
- In the case of a public agency, prohibit any individual who provides technical services under the auspices of the public agency's certification from providing services to program participants and the Department as an individual or as part of a private-sector entity.

xxx.23 Alternative Application Process for Individual Certification

Individuals may be certified by NRCS through the recommendation of a "recommending organization," also frequently known as a "certifying organization."

NRCS may enter into a memorandum of understanding or other agreement with a recommending organization that NRCS determines has an appropriate accreditation program in place to train, test, and evaluate candidates for competency in a particular area or areas of technical service delivery and whose accreditation program NRCS determines meets the NRCS certification criteria as set forth for the technical services to be provided (see exhibit 4).

Recommending organization responsibilities include:

- Training, testing, and evaluating candidates for competency for delivering specific technical services,
- Recommending individuals to NRCS for certification who it determines meet the NRCS certification requirements for providing specific technical services,
- Listing the States in which each individual plans to provide the technical services,
- Informing the recommended individuals that they must be certified by NRCS, enter into a Certification Agreement with NRCS through TechReg, and be included on the NRCS approved list before providing technical services as a Technical Service Provider,
- Reassessing individuals for competency for delivering specific technical services that request renewal of their certification through the recommending organization, and
- Notifying NRCS of any concerns or problems that may affect the organization's recommendation concerning any individual's certification, recertification, certification renewal, or technical service delivery.

NRCS responsibilities include:

- Certifying those individuals who meet the requirements for certification,
- Signing the Certification Agreement with each applicant listing the technical services for which the applicant is certified,
- Placing the applicant on the approved list of Technical Service Providers indicating the specific technical services the applicant is certified to provide in which States, and
- Making the approved list available to the public.

Should NRCS decide not to certify and enter into a Certification Agreement with an individual recommended for certification by a certifying organization NRCS will document the reasons why and inform the individual and recommending organization accordingly.

NRCS will work with recommending organizations to modify and correct any deficiencies that arise in their certification program. NRCS may terminate a memorandum of understanding or other agreement with a certifying organization due to concerns or problems with its accreditation program, its recommendations for certification, or other concerns or problems.

xxx.24 Certification Renewal

Certifications by NRCS are in effect for three years and automatically expire unless they are renewed for additional three-year periods. Technical Service Providers may request certification renewal by:

- Submitting a certification renewal to NRCS through TechReg at least 60 days prior to the expiration of the current certification, and
- Reaffirming the terms and conditions of the Certification Agreement, or
- Being recommended for individual certification renewal by a recommending organization at least 60 days prior to the expiration of the current certification, and
- Reaffirming the terms and conditions of the Certification Agreement.

xxx.25 Conditional Certification

Individuals, private-sector entities, or public agencies are conditionally certified and may be included on the approved list of Technical Service Providers by NRCS provided:

- They had entered into a contract, cooperative agreement, or contribution agreement with NRCS or the Department prior to November 21, 2002, to provide technical services, and

3/6/03

- They submit an application for certification to NRCS through TechReg by June 1, 2003.

Individuals, private-sector entities, or public agencies conditionally certified and included on the NRCS approved list may continue to provide technical services in accordance with the terms and conditions of the above-described contract, cooperative agreement, or contribution agreement.

An individual is also conditionally certified and may be included on the approved list by NRCS provided:

- The individual was certified under NRCS policy in effect prior to November 21, 2002, and
- The individual submits an application for certification to NRCS through TechReg by June 1, 2003.

Individuals conditionally certified and included on the NRCS approved list may continue to provide technical services in accordance with their certification.

All conditional certifications noted above expire either on the date the individual, private-sector entity, or public agency meets the current certification criteria and enters into a Certification Agreement with NRCS, or September 30, 2003, whichever is earlier.

Part xxx – Technical Service Provider Assistance

Subpart C – Training and Technology

xxx.30 Training

NRCS Training Approach

NRCS will work with Universities, Colleges, Land Grant Institutions, the Extension Service, Certifying Organizations, Private Entities, the NRCS Foundation, and other sources to identify, develop, and provide the training needed for individuals to become Technical Service Providers. It is the intent of NRCS that the training is provided by sources other than NRCS to the maximum extent possible.

Technical Service Provider Requirements

Technical Service Providers must have the technical training, education, or experience needed to perform the technical services they intend to provide. This includes familiarity with corresponding NRCS guidelines, criteria, standards, and specifications.

Individuals are responsible for obtaining the training they need to become certified, maintain certification, or be re-certified as Technical Service Providers, for keeping their own training records up to date, and for providing sufficient documentation on the training they receive.

Costs associated with becoming a Technical Service Provider, as well as maintaining certification or becoming re-certified, are the responsibility of the individual, private-sector entity, or public agency seeking certification.

Depending on the type of technical services the individual plans to provide, training needs may include such items as the NRCS Conservation Planning Course, the Field Office Technical Guide, USDA Program Requirements, Federal Regulatory Requirements, and any specific requirements established by State or Tribal law.

xxx.31 Technology

NRCS will make technology and technological tools widely available for use by Technical Service Providers. Applicable fees may apply. This does not include the use of NRCS equipment.

NRCS will provide access to technical and related materials and tools on-line to the maximum extent possible. Examples include the electronic Field Office Technical Guide, Policy Guidance, Program Manuals, Handbooks, and other references. Links or referrals to other sources of technical and related resources will also be provided, as appropriate.

NRCS will utilize existing processes to approve new technologies and practices as referenced in section xxx.12. New standards will be issued to the public in a timely manner.

Part xxx – Technical Service Provider Assistance

Subpart D – Acquisition of Technical Services

xxx.40 Program Participant Acquisition of Technical Services

Program Contracts / Agreements

Program participants may obtain technical assistance directly from the Department or from a certified Technical Service Provider.

Program participant acquisition of technical services from Technical Service Providers, for payment purposes, is authorized only in conjunction with program contracts or agreements established between the Department and the program participant.

Policy and guidance for long term contracting is located in the General Manual, GM 120, Part 404. Additional policy and guidance for specific conservation programs is located in the Conservation Programs Manual, Title 440.

Funding provisions for Technical Service Provider assistance must be incorporated into the program contract or agreement prior to obtaining those services, except as provided below. The technical service costs will be included in the program contract at the not-to-exceed rate established in accordance with subpart F of this handbook.

Program participants may be reimbursed for Technical Service Provider costs incurred prior to entering into a program contract or agreement as long as the participant meets the eligibility requirements for participating in the program and the participant subsequently enters into a program contract or agreement.

Existing program contracts or agreements may be modified, at the request of the program participant, to include provisions for Technical Service Provider assistance if the technical assistance has not already been provided.

Obtaining Technical Service Provider Assistance

Program participants can obtain a listing of Technical Service Providers for their local area by accessing the NRCS approved list through the TechReg web site at <http://techreg.usda.gov>. The approved list will indicate the specific technical services the Technical Service Provider is certified to provide.

It is the program participant's responsibility to select, hire, and pay the Technical Service Provider. Any contract arrangements established between the program participant and the provider, including the costs of the technical services to be provided, are the sole responsibility of the program participant and the provider.

Payments and Payment Processes

Payments are only authorized for technical services obtained from Technical Service Providers included on the NRCS approved list.

Payments for Technical Service Provider assistance are made to the program participant or can be made directly to the Technical Service Provider if the program participant completes an assignment of payment request.

The process for making payments to the program participant or by assignment to the Technical Service Provider is as follows:

- Technical services are included as contract items in the program participant's conservation program contract or agreement, using not-to-exceed rates
- The program participant negotiates a price and hires the Technical Service Provider
- The Technical Service Provider completes the technical services, warrants the work, and provides documentation of the technical services and an invoice to the program participant and NRCS
- The program participant pays the Technical Service Provider unless the program participant plans to complete an assignment of payment request
- The program participant submits a request for reimbursement in accordance with the procedures outlined for the conservation program being utilized by the program participant
- USDA pays the program participant in accordance with the invoice but not more than the not-to-exceed rate, or USDA pays the Technical Service Provider directly if the program participant completed an assignment of payment request form
- The program participant receives 50 percent of the savings for technical services obtained below the not-to-exceed rate to apply toward the cost of practice installation within the cost share limits of the conservation program

Costs Incurred Prior to Entering a Program Contract / Agreement

Program participants may be reimbursed for Technical Service Provider costs incurred prior to entering into a program contract or agreement as long as the participant meets the eligibility requirements for participating in the conservation program and the participant subsequently enters into a program contract or agreement

Technical service costs eligible for reimbursement if the program participant subsequently enters into a program contract or agreement include:

- Program related activities that need to be accomplished prior to entering into a program contract or agreement, as defined for the specific program in the conservation program manual, and
- Development of a conservation plan that is subsequently incorporated into a program contract or agreement.

3/6/03

Technical service costs incurred to install a conservation practice prior to funds being obligated in a USDA program contract or agreement are not eligible for reimbursement.

xxx.41 Departmental Delivery of Technical Services

State Conservationists may provide technical assistance directly to program participants or may provide the services through certified Technical Service Providers using agreements or procurement contracts.

Contracts and cooperative agreements are competitive. Contribution agreements are non-competitive.

Contracts

Contracts will be solicited and awarded in accordance with Federal, Departmental, and Agency Regulations.

Contribution Agreements

The authority for contribution agreements is Section 714 of the 2001 USDA Appropriation Act, Public Law 106-387. Policy and guidance is in the General Manual, Title 120, Circular 12, (Part 401) and the Office of Management and Budget Policy Circulars cited therein.

Cooperative Agreements

Policy and guidance for cooperative agreements are located in the General Manual, Title 120, Circular 12, (Part 401) and the NRCS Federal Grants and Cooperative Agreements Handbook. Cooperative agreements will be awarded based on competition in accordance with 7 Code of Federal Regulations (CFR) 3015.158 (d). It is the policy of NRCS to only enter into contribution agreements to provide technical services when the cooperating party contributes at least 50 percent towards the cost of accomplishing the objective of the agreement

3/6/03

Part xxx – Technical Service Provider Assistance

Subpart E – Delivery of Technical Services

xxx.50 Delivery of Technical Services

Freedom of Information Act (FOIA) and Privacy Act (PA)

To ensure the confidentiality of program participant personal information for program participants receiving technical services from Technical Service Providers hired by the Department, the inclusion of a non-disclosure clause will be included in Departmental agreements and contracts.

Program participants should ensure that their contracting arrangements with Technical Service Providers that they themselves hire provide for the appropriate confidentiality of their personal information.

Program participants must authorize, in writing to the local NRCS office, the disclosure of their records on file that they wish to make available to specific Technical Service Providers. Upon receipt of such a written authorization, the District Conservationist will provide to the Technical Service Provider access to the requested records, however,

- Only those records specifically requested will be provided, and
- A listing of all records released will be documented in the program participant's case file.

Compliance with Regulatory Requirements

See NRCS Technical Assistance Provider Assistance policy in GM _____.

Documentation of Services Provided

Technical Service Providers shall develop and furnish the program participant and NRCS with a complete set of technical documentation for the technical services provided.

The documentation will be in accordance with the State Conservationist's documentation requirements, including the use of approved forms and field sheets and any other specific requirements.

Technical Service Providers shall also furnish the program participant and NRCS with a complete invoice for the technical services provided.

Warranting Services Provided

Technical Service Providers must warrant in writing that the particular technical service they provide (see exhibit 9):

- Complies with all applicable Federal, State, Tribal, and local laws and requirements,
- Meets applicable Departmental standards, specifications, and program requirements,
- Is consistent with the particular conservation program goals and objectives for which the program agreement or contract was entered into between the Department and the program participant, and
- Incorporates, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of both the program and the program participants for which the assistance is being provided.

Reporting Accomplishments

A national measurement and accountability system will be used to measure and monitor the overall use and performance of Technical Service Providers utilizing existing systems to the maximum extent possible.

The Technical Service Provider shall report in the NRCS conservation accomplishment system the appropriate data elements associated with the technical services provided.

xxx.51 Liability, Conflict of Interest, and Waste, Fraud, and Abuse

See NRCS Technical Service Provider Assistance policy in GM _____.

xxx.52 Appeal Process

Program Appeals

Program disputes by program recipients will be processed in accordance with the appeals process specific to the applicable program regardless of the source of technical service.

Technical Service Appeals

Technical Service Providers may appeal determinations that the technical services they provided did not meet the requirements for delivering technical services.

The appeals process is as follows:

- Appeals must be made in writing to the State Conservationist not later than 30 calendar days after the date an agency determination is provided to the Technical Service Provider. The appeal may contain any documentary evidence that the Technical Service Provider wishes to submit to support his or her appeal.

3/6/03

- The State Conservationist must issue a written decision on the appeal not later than 30 calendar days after receiving the appeal.
- The Technical Service Provider may further appeal in writing to the Regional Conservationist within 30 calendar days of the State Conservationist's decision.
- The Regional Conservationist must issue a written decision on the appeal not later than 30 calendar days after receiving the appeal. The Regional Conservationist's decision is final and not subject to further administrative review.

This appeals process does not cover disputes between program participants and Technical Service Providers.

Part xxx – Technical Service Provider Assistance

Subpart F – Payment Rates for Technical Services

xxx.60 Payment Rates for Program Participant Acquisition of Technical Services

Solicitation of Prices

NRCS will issue a national Federal Business Opportunities (FedBizOpps) “Sources Sought Notice” to solicit Technical Service Provider pricing data on a State by State basis. This will allow direct marketplace input from service providers to assist in determining payment rates for technical services sought.

FedBizOpps is an established, Internet-based, single point of entry that the Federal Government may solicit, and service providers may provide, pricing data to assist NRCS in determining payment rates for technical services.

NRCS will seek technical service pricing data based upon the technical services needed. A list of technical services will be developed to obtain relevant pricing data from sources of technical services. References for Technical Service Providers include to the Field Office Technical Guide, standards and specifications, handbooks, manuals, etc.

NRCS will log on to the buyer’s side of the FedBizOpps system, select the “Sources Sought Notice” action code from the menu, and upload the announcement notice. NRCS will notify prospective service providers of the solicitation by placing notices on the national and State web sites, and as appropriate, notify vendors using public information techniques such as mailing lists, news articles, etc.

Service providers will be able to access FedBizOpps, search for the notice, review the notice, link to the Technical Service Provider cost site, enter their pricing data, and submit their pricing data electronically.

The sources sought notice must indicate that it is a request for information only, to assist NRCS in establishing payment rates for technical services, and the furnishing of pricing data does not guarantee the award of a contract by any landowner.

Establishing Not-to-Exceed Payment Rates

NRCS will analyze the pricing information obtained through the FedBizOpps solicitation for determining payment rates. To ensure that a competitive payment rate is established, NRCS may compare cost-data information obtained through the solicitation with actual billings for technical services provided to participants and any other pricing information available.

Using the comparison above and acceptable statistical methods, NRCS will establish not-to-exceed payment rates to make payments for technical services provided.

3/6/03

NRCS will coordinate payment rates across State lines to ensure consistency where similar resource conditions and agricultural operations exist. Payment rates may vary to some degree between States, for example, State laws may require more extensive technical services in one State than another.

Annual Review and Adjustment of Payment Rates

NRCS will review payment rates annually or more frequently and adjust the rates, as needed, based on current market data obtained from Technical Service Providers, an updated market solicitation, as appropriate, and other sources of information.

Provision for Unusual Conditions or Unforeseen Circumstances

The State Conservationist may adjust payment rates, as needed on a case by case basis, in response to unusual conditions or unforeseen circumstances in delivering technical services such as highly complex technical situations, emergency conditions, serious threats to human health or the environment, or major resource limitations.

In these cases, the State Conservationist will set new not-to-exceed rates, on a case by case basis, based on an NRCS determination of the scope, magnitude, and timeliness of the technical services needed.

xxx.61 Payment Rates for Departmental Delivery of Technical Services

Contracts

The State Conservationist will make selections for services in accordance with Federal acquisition regulations.

Contribution Agreements

The State Conservationist will negotiate and establish the payment for the technical services acquired with contribution agreements. The other party to the agreement is required to contribute at least 50 percent towards the cost of accomplishing the objective of the agreement. The contribution may be financial, in-kind, or a combination thereof.

Cooperative Agreements

The State Conservationist will set the payment rates for specific cooperative agreements based on the outcome of a competitive solicitation process and the best value determined for the technical services sought.

xxx.62 Payment Processes

The payment processes for Program Participant Acquisition of Technical Services and Departmental Delivery of Technical Services are contained in Subpart D of this handbook, Acquisition of Technical Services.

Part xxx – Technical Service Provider Assistance

Subpart G – Quality Assurance

xxx.70 Quality Assurance:

Quality assurance for Technical Service Provider assistance will be addressed in the NRCS National and State Quality Assurance Plans. Quality assurance reviews will be conducted in accordance with agency quality assurance policy and guidance found in the General Manual, GM 340, Part 408.

State Conservationists will conduct quality assurance reviews to ensure that quality technical services are provided that meet policy, procedures, standards, specifications, program requirements, and legal requirements and to ensure that any deficiencies noted are addressed by Technical Service Providers in a timely, appropriate, and effective manner.

When a quality assurance review results in a finding that technical services provided by a Technical Service Provider fail to meet NRCS standards and other requirements, NRCS will notify the Technical Service Provider of the quality assurance problem and request corrective action within a specified time period.

Failure on the part of Technical Service Providers to take corrective action in the time period specified constitutes a violation of the terms and conditions of the Certification Agreement and will trigger the decertification process.

State Conservationists will identify and elevate to the Chief any inherent concerns or problems that are identified in relation to a recommending organization's certification program. NRCS will work with the recommending organization to modify and correct deficiencies in their certification program. NRCS may terminate any agreements or memorandums of understanding with the recommending organization if the deficiencies are not addressed.

Part xxx – Technical Service Provider Assistance

Subpart H – Decertification

xxx.80 Decertification

In order to protect the public interest, the policy of NRCS is to maintain certification of Technical Service Providers who act responsibly in the provision of technical services. Responsible actions include meeting NRCS standards and specifications when providing technical services.

Causes

The State Conservationist, in whose State a Technical Service Provider is certified to provide technical service, may decertify the Technical Service Provider, a private-sector entity or public agency and all members thereof or specifically named certified individuals of the entity or agency, for the following reasons:

- Failure to meet NRCS standards and specifications in the provision of technical services to the extent that the practice is ineffective or environmentally harmful.
- Violation of the terms of the Certification Agreement which may include but is not limited to (1) a demonstrated lack of understanding of, or an unwillingness or inability to implement, NRCS standards and specifications for a particular practice for which the Technical Service Provider is certified, or (2) the provision of technical services for which the Technical Service Provider is not certified.
- Any other cause of a serious or compelling nature as determined by NRCS that demonstrates the Technical Service Provider's inability to fulfill the terms of the Certification Agreement in providing the technical service.

Notice of Proposed Decertification

The State Conservationist will send, by certified mail, return receipt requested, a written notice of proposed decertification to the Technical Service Provider proposed for decertification (see exhibit 5). The notice will contain:

- The cause(s) for decertification, and
- Any documentation supporting decertification.

When a private sector entity or public agency is being notified of a proposed decertification, any certified individual(s) working under the auspices of such organization who are also being considered for decertification, will receive a separate Notice of Proposed Decertification. The

certified individual(s) will be afforded separate appeal rights following the process set forth below.

Contesting a Notice of Decertification

A Technical Service Provider receiving a decertification notice has the right to contest the Notice of Proposed Decertification.

To contest a proposed decertification notice, the Technical Service Provider must submit in writing the reasons why the State Conservationist should not decertify him/her, including any mitigating factors as well as any supporting documentation.

The written challenge and documentation must be submitted to the State Conservationist within 20 calendar days from the date of receipt of the Notice of Proposed Decertification.

State Conservationist Decision

The State Conservationist will issue a written determination within 30 days of the date of the notice of proposed decertification. A copy of the decision and the administrative record will be sent promptly by certified mail, return receipt requested, to the Technical Service Provider.

The decertification determination will be based on an administrative record comprised of:

- The Notice of Proposed Decertification and supporting documents, and
- The Technical Service Provider's written response and supporting documentation.

If the State Conservationist decides to decertify the Technical Service Provider, the decision will include:

- The reasons for the decertification,
- The period of decertification, and
- The scope of decertification.

If the State Conservationist decides not to decertify the Technical Service Provider, written notice of the decision will be sent to the Technical Service Provider.

Appealing a Decertification Decision

A Technical Service Provider receiving a decertification decision from an NRCS State Conservationist has 20 calendar days to appeal the decision to the Chief of NRCS. The appeal must be in writing.

An appeal of a decertification decision must state the reason(s) for the appeal and any arguments in support of those reasons.

If the Technical Service Provider fails to appeal the decertification decision within 20 calendar days of the date of its receipt, the decision of the State Conservationist is final.

Final Decision

Within 30 calendar days of receipt of the Technical Service Provider's written appeal, the Chief or his/her designee will make a final determination of decertification. The final determination will be based upon the administrative record and any additional information submitted to the Chief by the Technical Service Provider.

The decision of the Chief or his/her designee is final and not subject to further administrative review.

The Chief's determination will include the reason(s) for decertification or for overturning a decertification decision, and if decertifying the Technical Service Provider, the period of decertification and the scope of decertification.

Period of Decertification

The period of decertification will not exceed three years in duration and will be decided by the decertifying official, the State Conservationist or the Chief, as applicable, based on all relevant facts and the seriousness of the reasons for decertification, mitigating factors, if any, and the following general guidelines:

- For failures in the provision of technical service for which there are no mitigating factors, e.g., no remedial action taken by the Technical Service Provider, a maximum period of three years decertification.
- For repeated failures in the provision of technical service for which there are mitigating factors, e.g., the Technical Service Provider has taken remedial action to the satisfaction of NRCS, a maximum period of one to two years decertification; and
- For a violation of Certification Agreement terms, e.g., failure to possess technical competency for a listed practice, a period of one year or less, if the Technical Service Provider can master such competency within a period of one year.

Scope of decertification

When the Technical Service Provider is a private-sector entity or a public agency, the decertifying official may decertify the entire organization, including all the individuals identified as authorized to provide technical services under the auspices of such organization.

The decertifying official may also limit the scope of decertification, for example, to one or more specifically named individuals identified as authorized to provide technical services under the organization's auspices or to an organizational element of the private-sector entity or public agency.

The scope of decertification will be set forth in the decertification determination and will be based upon the facts of each decertification action, including whether actions of particular individuals can be imputed to the larger organization.

In cases where specific individuals are decertified only, a private-sector entity or public agency must promptly file an amended Certification Agreement removing the decertified individual(s) from the Certification Agreement.

In addition, the private-sector entity or public agency must demonstrate, to the satisfaction of the State Conservationist, that they have taken affirmative steps to ensure that the circumstances resulting in decertification have been addressed.

Mitigating Factors

In considering whether to decertify, the period of decertification, and scope of decertification, the deciding official will take into consideration any mitigating factors. Examples of mitigating factors include, but are not limited to:

- The Technical Service Provider worked, in a timely manner, to correct any deficiencies in the provision of technical service.
- The Technical Service Provider took the initiative to bring any deficiency in the provision of their technical services to the attention of NRCS (voluntary disclosure) and sought NRCS advice to remediate the situation.
- The Technical Service Provider took affirmative steps to prevent any failures in the provision of technical services from occurring in the future.
- Other indicators of Technical Service Provider integrity.

Effect of Decertification

The Department will not make payment for any technical services provided by a decertified Technical Service Provider during the period of decertification.

The Department will not procure the services of a decertified Technical Service Provider during the period of decertification.

NRCS will maintain a list of decertified Technical Service Providers and will remove decertified providers from the approved list.

Program participants must not knowingly hire a decertified Technical Service Provider. It is the program participant's responsibility to check the decertified list before hiring a Technical Service Provider.

Decertification of a Technical Service Provider in one State decertifies the provider in all States, the Caribbean Area, and the Pacific Basin Area.

Effect of filing deadlines

A Technical Service Provider's failure to meet the filing deadlines will result in the forfeiture of appeal rights. All filings must be received by NRCS no later than the close of business (5 p.m.) on the last day of the filing period.

xxx.81 Recertification

A decertified Technical Service Provider may apply to be re-certified in accordance with the certification provisions in this handbook after the period of decertification has expired.

A decertified Technical Service Provider may not utilize the certification renewal process for recertification.

3/6/03

Subpart I – Exhibits

Exhibit 1 – E-Government

Exhibit 2 – SCIMS / WebCAAF

Exhibit 3 – Certification Agreement

Exhibit 4 – Memorandum of Understanding

Exhibit 5 – Notice of Proposed Decertification

Exhibit 6 – Certification Process for Individuals

Exhibit 7 – Certification Process for Private Sector Entities and Public Agencies

Exhibit 8 – Program Participant Acquisition of Technical Services

Exhibit 9 – Warranty of Technical Services Provided

Exhibit – 1 E-Government <http://forms.sc.egov.usda.gov/eforms/default1.htm>

Why is e-File Important?

Convenience-The Internet allows customers access to information 24 hours a day and 7 days a week. For example, customers can fill out and submit electronic forms (eforms) any time of the day or night from their homes or offices.

Faster Processing-This new service delivery option allows customers to complete and file their own forms or applications online.

Identity Security-Information submitted to the Federal Government remains safe and secure because every customer has a unique User ID and password and only authorized USDA employees can access the information.

Reduced Paper Consumption-Over time, E-File will save paper, which benefits the environment.

Getting Started

You may apply in person at your local Servicing Center or by mail or fax.

Apply in Person

Step 1: Visit your local Service Center.

Step 2: Complete and sign a simple form, AD-2016.

Step 3: Your service center will verify your identity and enter your information into our records.

Step 4: You will be given a letter with your temporary ID by the Service Center.

Step 5: You will be mailed a second letter with your temporary password and instructions to activate your account.

Step 6: You will go to the Activation web site and select a permanent ID and password.

Apply by Mail or Fax

Step 1: You can call your local Service Center and they can mail you the form AD-2016. Or, you can print the [AD2016](#).

Step 2: Complete the form with a notarized signature.

Step 3: Mail or fax the form to your local Servicing Center.

Step 4: You will be mailed two separate letters. One will provide you with your temporary ID and the second will provide you with your temporary password and instructions to activate your account.

Step 5: You will go to the Activation web site and select a permanent ID and password.

Exhibit – 2 SCIMS / WebCAAF

The following information is extracted from a PowerPoint presentation. Go to <http://www.info.usda.gov/egovtraining/> and click on the Updated February 13, 2003 [SCIMS and WebCAAF Refresher](#) link for more information.

Definitions & Explanations:

WebCAAF - Web Based Centralized Authentication & Authorization Facility

This application will be used in many NRCS (and USDA) web based applications where there is a requirement to both insure you are who you say you are (authentication) AND you are authorized to use that particular application, form, service. This applies to anyone, federal employee or customer. This application requires a unique ID and password.

CAMS ID & Password - The CAMS ID & password are used ONLY by federal employees as the ID and password for use in WebCAAF (for the present).

WebCAAF ID & Password - This is the ID and password required by WebCAAF - for an external customer it is the ID & password that can be obtained by using Webreg. For a federal employee it is that individuals CAMS ID and password.

Webreg - Web Registration (<https://webreg.sc.egov.usda.gov/webreg>), for use in obtaining an ID and password for individuals other than federal employees. This application requires an authorized WebCAAF ID & password, which for federal employees is their CAMS ID & password.

SCIMS - Service Center Information Management System that was developed by FSA and has become the shared customer database for FSA, NRCS, & RD.

SCIMS ID & Password - The authority to enter and edit data in SCIMS requires specific training and a unique password that is currently issued by FSA (not the CAMS ID). First name.Last name for the ID and the special 9 character password (State SCIMS coordinator has details).

Steps to Obtain:

WebCAAF ID & Log-in for USDA Employee

None - CAMS ID and password serves as WebCAAF ID & password

WebCAAF ID & Log-in for USDA Customer

Webreg is the application that results in a producing an ID and password that is used for sites that use WebCAAF for authentication (<https://webreg.sc.egov.usda.gov/webreg>)

1. USDA employee uses Webreg application to enter customer into system resulting in a

3/6/03

temporary ID and password being issued.

2. If customer already has his/her name in SCIMS, the process is completed in Webreg.

3. If customer is not in SCIMS, employee must exit Webreg and then enter customer into SCIMS before the Webreg process can be completed.

Note - it is strongly recommended that this process be completed by two different employees when ever possible.

4. When customer has both temp. ID and password must go to <https://webreg.sc.egov.usda.gov/activate/> to activate for permanent ID and password.

By providing a customer with an ID and password using Wegreg, that customer will have what is needed to access and do business online with USDA where there is a need to insure the person is who they say they are and are authorized access to that application.

By providing a customer with an ID and password NRCS employees will have insured that this customer exists in the SCIMS database.

Exhibit – 3 Certification Agreement

**Technical Service Provider
Certification Agreement**

By signing this Certification Agreement, I (insert name of individual, Private Sector Entity or Public Agency) agree to the terms set forth below, which are required for certification as a technical service provider. I understand that certification by the USDA qualifies me to provide technical services to Title XII of the Food Security Act of 1985 program participants and the USDA. Certification does not constitute federal employment or any other legal relationship with the federal government nor does it entitle me to any special benefits or rights. Further, I understand that I am not a certified technical service provider until the Natural Resources Conservation Service (NRCS): (1) determines that my certification application meets the requirements for certification set forth in 7 CFR Part 652, (2) signs this Certification Agreement, and (3) includes my name on the approved list of technical service providers.

I. Certification Terms.

- A. USDA Standards and Specifications.*** I am familiar with and agree to meet all applicable USDA standards, specifications, and program requirements as set forth in USDA guides, handbooks, and manuals for the technical services I provide.
- B. Compliance with Applicable Laws and Regulations.*** I agree to comply with all applicable Federal, State, Tribal and local laws and requirements for the technical services I provide, including but not limited to, 7 CFR part 652. I further agree that I must be familiar with any unique criteria required at the county level for particular conservation practices or technical services before providing technical services in a particular county. I acknowledge that I must be aware of these local criteria and agree to familiarize myself with any such criteria by contacting the appropriate NRCS State official before providing technical services.
- C. Warranty of Work Quality.*** I agree to warrant in writing on each plan or other technical service document submitted to USDA or the program participant that the technical services rendered: (1) comply with all applicable Federal, State, Tribal, and local laws and requirements, (2) meet applicable USDA standards, specifications, and program requirements, (3) are consistent with and meet the particular conservation program goals and objectives for which the program agreement or contract was entered into by the program participant or USDA, respectively, and (4) incorporate, where appropriate, low-cost alternatives that address the resource issues.
- D. Liability and Indemnification.*** I assume all legal responsibility for the technical services I provide. I hold USDA harmless and indemnify the same for any costs, damages, claims, liabilities, and judgments arising from any negligent or wrongful acts or omissions associated with my delivery of technical services.
- E. Quality Assurance.*** I agree to submit to quality assurance reviews by the USDA or its agents of the technical services I provide.
- F. Reporting and Documentation.*** I will develop and maintain documentation of the technical services I provide, including invoices, in accordance with USDA manuals, handbooks, and technical guidance and furnish this documentation to the local USDA Service Center office and the program participant

3/6/03

when the particular technical service is completed. I will report technical service accomplishments into the NRCS electronic tracking system at the time the technical services are completed.

- G. Licensing Requirements.** I will maintain, for the period of this certification, any licensing or similar qualification standards established by Federal, State, or Tribal law that I identified in my Application for Certification or that are required for the type of technical services I provide.
- H. Duration of Certification, Cessation of Services, and Renewal Requirements.** I acknowledge that my certification as a technical service provider is for a term of three (3) years from the date NRCS first signs this Certification Agreement. I will cease providing services as a technical service provider immediately upon the expiration of the NRCS certification, the lapse of any applicable licensing or similar qualifications standards, or the effective date of being decertified. If I wish to renew my certification as a technical service provider, I will submit an application for certification renewal at least 60 days prior to the expiration of this certification.
- I. Scope of Services by Public Sector Employees.** If I provide technical services under the auspices of a public agency's certification, I understand that I am ineligible to provide technical services as a certified individual or under the auspices of a certified private sector entity.
- J. Civil Rights.** I agree that, in providing technical services, I will not discriminate on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, or disability, or because all or part of an individual's income is derived from any public assistance program.
- K. Disclosure of On-Line Information.** I agree that the personal information (excluding sensitive data like Social Security Number) I enter into my application for certification will be available on-line for public access. I understand that program participants seeking the services of a Technical Service Provider will have access to this information as well as other members of the public that access the Technical Service Provider TechReg web site.

II. Additional Terms Applicable to Private Sector Entity or Public Agency.

In addition to the terms set forth above, (insert name of private sector entity / public agency) agrees to the following terms:

- A. Certified Individual.** (Insert name of private sector entity / public agency) will have, at all times, an individual who is a certified technical service provider authorized to act on its behalf.
- B. Changes to List of Certified Individuals.** (Insert name of private sector entity / public agency) will provide to NRCS a list of certified individuals who are authorized to act on its behalf and will provide to NRCS an amended list whenever there is a change in the identity of the individuals working under its auspices.
- C. Liability for Individuals Performing Work under Auspices.** (Insert name of private sector entity / public agency) assumes all liability for the work performed by an individual working under its auspices.

This agreement is entered into under the authority of 16 U.S.C. 3842.

DRAFT Technical Service Provider Assistance Handbook **DRAFT**

3/6/03

I am signing this agreement as _____ an individual, or on behalf of _____ a private-sector entity, or on behalf of _____ a public agency (please check one).

Signature Title Date

Name

Mailing Address

Phone and Fax Number

E-Mail Address

Signature Title Date

Name Bruce I. Knight

Contact National Technical Service Provider Coordinator

Address P.O. Box 2890, Washington, DC 20013

E-Mail

For specific State Technical Service Provider information, contact the NRCS State Technical Service Provider Contact listed on the TechReg web site.

Based on the above signature, this agreement will expire on _____.

For Private Sector Entity or Public Agency: List the certified individuals authorized to act on your behalf (use additional pages as necessary). Individuals must have a current NRCS certification in each State in which your organization plans to provide technical services:

Name of Certified Individual Date of Certification Categories and States where Certified

3/6/03

Exhibit – 4 MOU Template

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ANY ORGANIZATION

AND THE

U.S. DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the **ANY ORGANIZATION**, hereinafter referred to as the **ANY ACRONYM**, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant “directly, or ... through a payment ... for an approved third party, if available.”

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The **ANY ORGANIZATION** is a **BLANK** and **BLANK (501-(c)-(3), non-profit, private, or other)**. **ACRONYM** provides **BLANK** and **BLANK** (services).

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between **ACRONYM** and NRCS through which the **ACRONYM**, under its **CERTIFICATION PROGRAM**, may submit recommendations to NRCS of individual's who meet the **ACRONYM's CERTIFICATION PROGRAM** standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU is to officially recognize that a person who has met the standards set by **ACRONYM** and is certified as a **ACRONYM** also meets the NRCS standards for providing conservation assistance in the areas of _____ and _____.

This MOU will benefit NRCS by providing certified **ACRONYM** recommended by **ACRONYM** the opportunity to become certified as a Technical Service Provider by NRCS. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit the **ACRONYM** by providing **ACRONYM** certified individuals the opportunity to become certified as a Technical Service Provider by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. The **ACRONYM will--**

1. Provide a statement that the **ACRONYM** certified individuals the **ACRONYM** recommends for certification as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the areas of _____ and _____.
2. Establish and maintain a registry of individuals who meet the **ACRONYM** qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of Individual
 - b) Company (if applicable)
 - c) Address

3/6/03

- d) Phone and FAX Numbers, and e-mail address if applicable
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date of qualification under **ACRONYM**
 - h) **ACRONYM** is recommending organization
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the **ACRONYM**.
- a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner.
5. Remove individuals from the registry who do not maintain required levels of training within the three year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
6. Notify **ACRONYM** members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available.
7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the **ACRONYM** registry used to fulfill continuing education requirements.
8. Inform members that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider.
9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as that performed by NRCS employees.

3/6/03

10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will--

1. Ensure that the **ACRONYM** standards for recommending individuals meet NRCS standard criteria for technical services covered by this MOU.
2. Provide the **ACRONYM** with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices.
3. Provide the approved list of Technical Service Providers to USDA offices.
4. Assist in suggesting training opportunities for **ACRONYM** members and serve as a resource when available.
5. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. AGREED THAT BOTH PARTIES will--

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes affect upon the signature of NRCS and the **ACRONYM** and shall remain in affect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or **ACRONYM** and the subsequent written concurrences of the other. Either NRCS or **ACRONYM** may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list

3/6/03

of Technical Service Providers in accordance with the terms and conditions of their certification.

- D. NRCS and the **ACRONYM** and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either the Department of Agriculture or the **ACRONYM** to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and **ACRONYM** will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- G. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency hereof."

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

- A. **ACRONYM**
 - Name**
 - Title**
 - Address**
 - Phone**
 - Fax**
 - e-mail address**

3/6/03

B. NRCS
Name
Title
Address
Phone
Fax
e-mail address

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Name _____ DATE _____

Title NRCS Chief, Bruce I. Knight

Name _____ DATE _____

Title President, ANY ORGANIZATION

Name _____ DATE _____

Title Chair, Certification Board, ANY ORGANIZATION

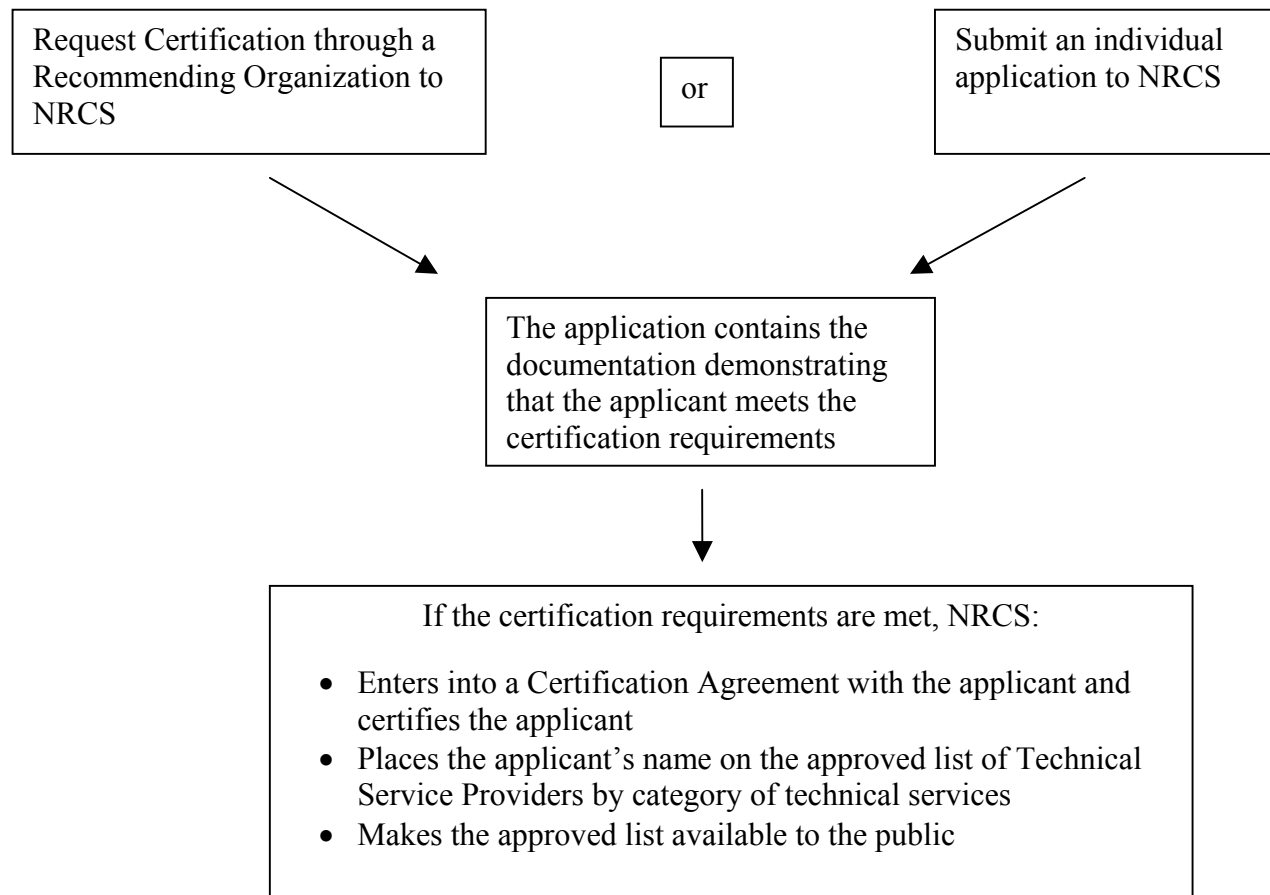
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Exhibit – 5 Notice of Proposed Decertification

Pending.

Exhibit – 6

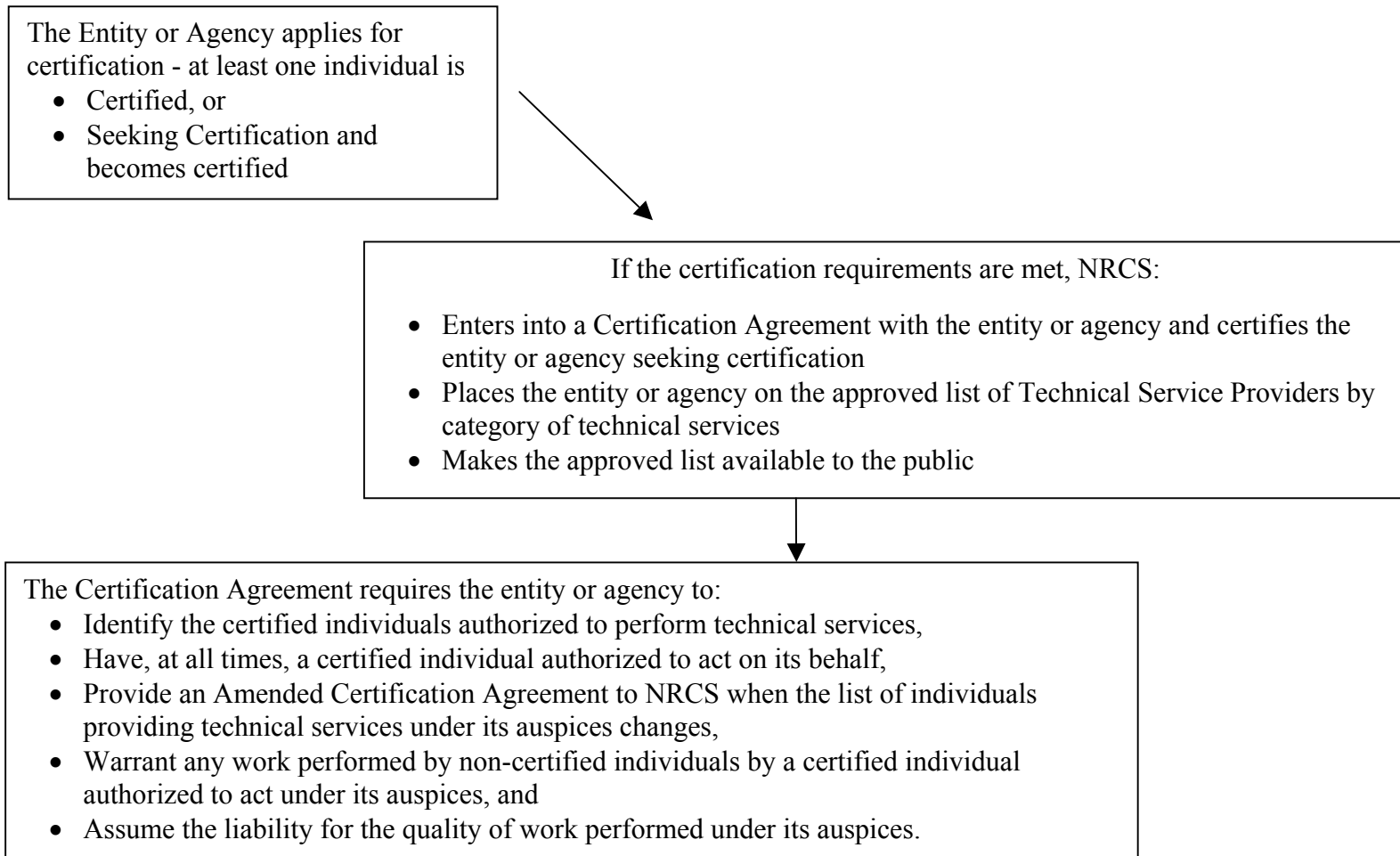
Certification Process for Individuals



3/6/03

Exhibit – 7

Certification Process for Private-Sector Entities and Public Agencies



3/6/03

Exhibit – 8

Program Participant Acquisition of Technical Services

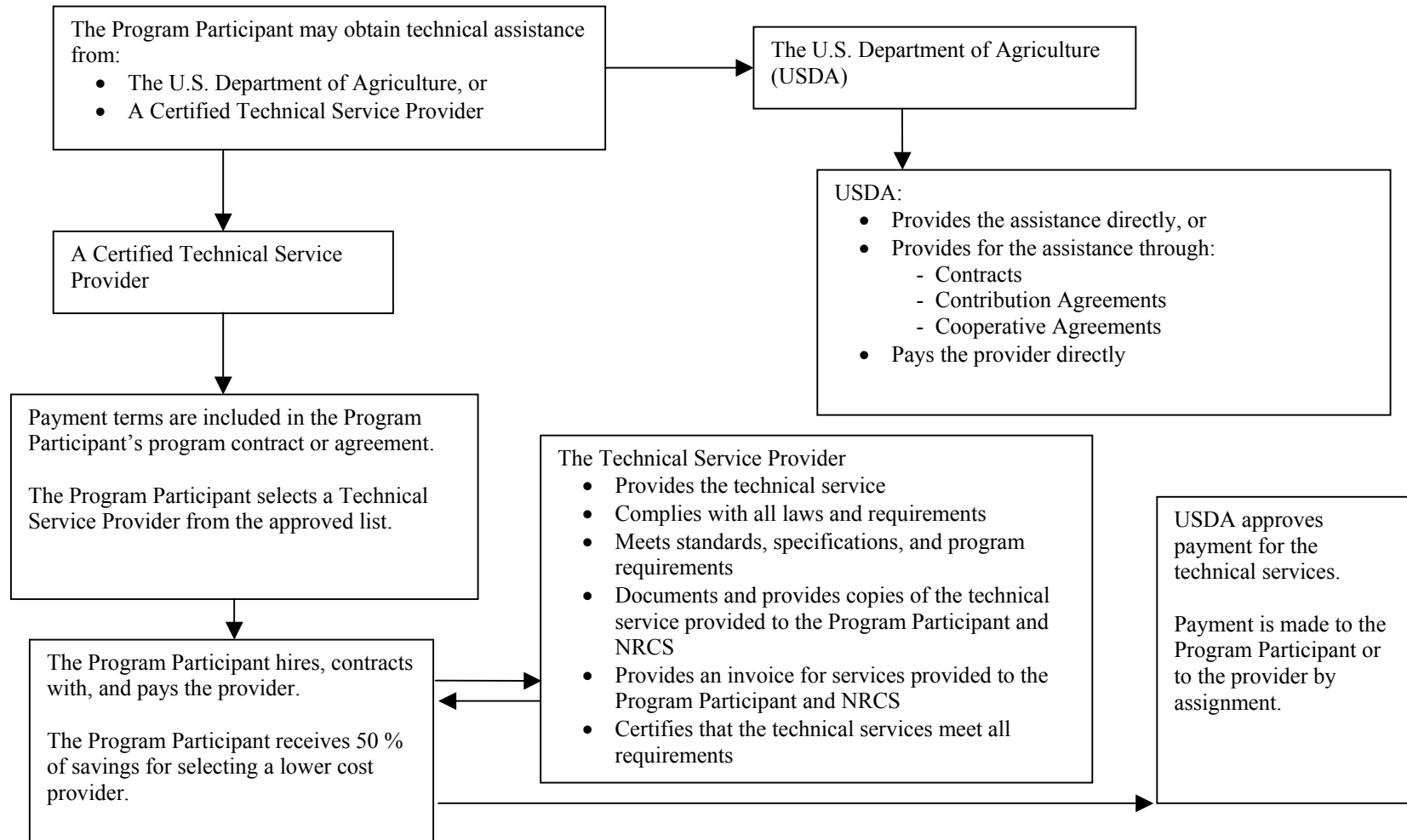


Exhibit – 9 Warranty of Technical Services Provided

Pending.